

ATTACHED TERMS TO THE CONTRACT FOR INDIVIDUAL WINNERS OF THE FUTURE OF ENERGY COMPETITION

GENERAL TERMS

PART A: LEASE

1. TERM

1.1 Your lease of the Solar Equipment will begin on the Start Date and will end on the End Date, unless this contract comes to an end earlier.

2. OWNERSHIP

2.1 You agree that We own all the Solar Equipment until We provide notice to You that title and risk in the Solar Equipment has passed to You, which We will send to You without undue delay after the End Date.

2.2 You warrant to Us that You are the legal owner of the Property. You also warrant to Us that You will remain the legal owner of the Property during the term of this contract or until You Sell the Property to somebody else having first followed the process set out in clause 15 of these General Terms.

2.3 You give Us a security interest in respect of Your present and future right, title and interest in the Solar Equipment (including any proceeds (as that term is defined in the Personal Property Securities Act 1999) of the Solar Equipment). This security interest secures the performance of all of Your obligations under this contract. You acknowledge that We may (but are not required to) register a financing statement under the PPSA in respect of the Solar Equipment. You waive any right to receive a copy of a verification statement confirming registration of a financing statement (or financing change statement) relating to the security interest created by this contract. You will not allow any other person to hold any interest of any kind whatsoever in the Solar Equipment unless We consent in writing. If We decide not to register a financing statement this does not limit Our rights or Your obligations under this contract.

3. YOUR SOLAR ELECTRICITY

3.1 The electricity produced by the Solar Equipment will be for Your primary benefit. You acknowledge that We are not providing You with any electricity under this contract.

3.2 You acknowledge that from time to time We may need to operate Our Solar Equipment for Our own Network Benefit, by either importing electricity from the Network to the Property to ensure that the Tesla Battery is charged, or exporting electricity from Our Solar Equipment to the Network.

3.3 Surplus electricity that cannot be used at the Property at the time it is generated may be exported from the Property to the grid. Whether You receive any benefit for this exported electricity will depend on Your individual agreement with Your Retailer.

3.4 You are responsible for arranging, at Your cost, appropriate metering with Your Retailer for any surplus electricity produced by the Solar Equipment.

4. NO GUARANTEE OF PERFORMANCE

4.1 You acknowledge that the amount of electricity You produce using the Solar Equipment will depend on a number of factors such as:

- (a) the number of hours of sunlight per day;
- (b) cloud cover and weather patterns;
- (c) the location, pitch and direction of the Solar Equipment;
- (d) the location of surrounding structures and trees; and/or
- (e) maintenance and general cleanliness of the panels.

4.2 We will try to make sure that the Solar Equipment is installed in a position that will maximise its performance for You, taking into account the nature of the Property.

4.3 It is Your responsibility to have the Solar Equipment cleaned. Due to the risk associated with accessing a roof, We recommend that You do not clean the Solar Equipment Yourself, and instead use a specialist cleaning company to do this for You. Any activities undertaken to clean the Solar Equipment are at Your own cost and risk.

4.4 We accept no responsibility if performance of the Solar Equipment does not meet Your expectations.

4.5 We do not make any representation, warranty or guarantee that the Solar Equipment will continue to function beyond the expiry of the manufacturer's warranty period(s).

5. SERVICE WARRANTIES

5.1 We agree that until the End Date or, if the contract comes to an end earlier, that date:

- (a) We will provide a customer support call centre so that We can try to help You solve faults with the Solar Equipment over the phone; and
- (b) if You tell Us about a fault with the Solar Equipment and We are unable to resolve it over the phone, We will arrange a time with You when We can send a technician to the Property to assess the fault.

5.2 You agree that if You tell Us about a fault with the Solar Equipment and We send a technician to the Property to assess the fault, We will pay the costs of the technician callout unless:

- (a) no fault is found; or
 - (b) the fault is found to have been caused by an act or failure to act of any person except Us, Our employees or contractors; or
 - (c) the fault is due to an existing condition at the Property; or
 - (d) the fault relates to damage that You are responsible for (under clause 11.2); or
 - (e) the fault is otherwise unrelated to the Solar Equipment (as applicable),
- in which case, You will be charged for the costs of the technician callout. We will send You a Tax Invoice for the costs and You agree to pay all amounts set out in the Tax Invoice in accordance with its terms. The Tax Invoice will show how We have calculated what You owe Us, the due date for payment (being 10 Working Days after the date of the Tax Invoice) and Our nominated bank account into which payment must be made.

6. ONGOING ACCESS TO THE PROPERTY

- 6.1 You give Us, Our agents, contractors and employees the right to access the Property on reasonable notice and (when invited) to enter Your house, in order to install, inspect, operate, replace, remove, maintain or upgrade the Solar Equipment.
- 6.2 Where You have breached this contract or the Solar Equipment is at risk We may enter the Property (including Your house) to repossess the Solar Equipment.

7. YOUR ONGOING RESPONSIBILITIES

- 7.1 You agree not to remove or hide any labels or markings from the Solar Equipment.
- 7.2 You acknowledge that:
 - (a) using the Solar Equipment and/or the electricity generated by it for any unlawful purpose may invalidate the relevant warranties or guarantees for the Solar Equipment;
 - (b) if there is not enough space around the Solar Equipment, so that Our access is restricted, We may be unable to provide You the services contemplated under this contract;
 - (c) if You interfere with or try to modify the Solar Equipment in any way You are endangering Yourself or Your agents' life and risk damage to the Property. Any interference or modification is done at Your own and sole risk; and
 - (d) if You interfere with or modify the Solar Equipment, You may invalidate any warranty or guarantee in relation to the Solar Equipment.

PART B: INSTALLATION AND SET-UP

8. CONSENTS AND APPROVALS

- 8.1 We will arrange a suitable time with You to access the Property in order to install the Solar Equipment.
- 8.2 You are responsible for obtaining, and warrant to Us that You have obtained, all approvals, licenses, permits and consents required for the installation of the Solar Equipment at the Property, and to give Us a security interest in the Solar Equipment. These approvals, licenses, permits and consents may include:
 - (a) any resource or building consent required in order to install the Solar Equipment at the Property;
 - (b) any consents required due to any instrument registered against the title to the Property (such as any mortgage over the Property);
 - (c) any relevant consents required under the terms of any lease, cross-lease or other agreement that affects the use or enjoyment of the Property;
 - (d) any prior insurance approval; and
 - (e) checking whether the Property is heritage-listed or in a special character zone, and if it is, obtaining any permit to install the Solar Equipment.
- 8.3 Electricity at the Property must be switched off to install the Solar Equipment. We will try to keep this period as short as possible, but it may be a few hours before the electricity at the Property is switched back on. You warrant that You are not (and no one else at the Property is) a medically dependent consumer or a vulnerable consumer (as defined in the Electricity Authority's guidelines) and that You will not be (and no one else at the Property will be) adversely affected by the electricity at the Property being switched off during this period.

9. INSTALLATION / SET-UP SERVICES

- 9.1 We will:
 - (a) arrange a suitable time with You to access the Property to install the Solar Equipment;
 - (b) be considerate of Your right to the use and enjoyment of the Property when working at the Property;
 - (c) make sure that the Solar Equipment meets New Zealand safety standards and that the Solar Equipment will be installed by an accredited electrician;
 - (d) arrange for an accredited electrician to provide You with an electrical certificate of compliance after the installation and set-up;
 - (e) supply all materials, tools and machinery necessary to install the Solar Equipment;

- (f) install the Solar Equipment in line with all applicable laws and comply with any reasonable health and safety and security requirements at the Property (as long as You notify Us of these requirements in writing before installation and set-up);
 - (g) make good any errors or defects in the installation or set-up process at Our cost, unless these are caused by any other person at the Property other than Us (or are otherwise due to any existing condition of the Property) or if covered by the Further Terms;
 - (h) install a Residual Current Device in line with regulations. This may result in Us discovering existing wiring problems during the installation of the Solar Equipment. If We discover any such wiring problems, the provisions of clause 9.5 will apply. We will not be responsible for issues arising at the Property caused by poor wiring (including where appliances that worked previously stop working as a result of the installation of a Residual Current Device); and
 - (i) arrange for a qualified electrical inspector to inspect the Solar Equipment and provide You with a record of inspection, following which the Solar Equipment will be switched on.
- 9.2 You acknowledge and understand that the date of installation of the Tesla Battery depends on when they become available in New Zealand, and therefore the installation of the Tesla Battery may take place at a later date than the other parts of the Solar Equipment.
- 9.3 You will:
- (a) provide Us with access to the Property and a safe area in it, free from hazards (including unrestrained dogs), so that We can install the Solar Equipment;
 - (b) reasonably assist Us to complete the installation and set-up if We require (including by providing information that We request);
 - (c) allow Us to access all necessary services, amenities and storage that We reasonably require to complete the installation and set-up; and
 - (d) not switch on, or attempt to switch on, the Solar Equipment before the record of inspection has been issued under clause 9.1(i).
- 9.4 You acknowledge that if any electrical works carried out at the Property (whether before or after the installation date) are not carried out in line with all applicable laws (including all legal requirements relating to home wiring), this may affect the functioning and the performance of the Solar Equipment and will be Your responsibility.
- 9.5 If, in accordance with clause 9.1(h), We discover a problem with the switchboard and/or the wiring at the Property, We will tell You, and You will have 10 Business Days to remedy the problem at Your sole cost. If, following that period, there remains a problem with Your switchboard and/or the wiring, We may, upon verification by a third party that there is a problem with the switchboard and/or the wiring, at Our sole discretion terminate this contract on notice to You and clause 16 will apply.
- 10. INTERNET CONNECTION**
- 10.1 You will maintain at the Property, at Your cost, an Internet Connection and make sure that We can access it so that We can access the data generated by the Solar Equipment on it. You will also:
- (a) leave Your Internet Connection and Your Router on at all times even when You may be away from the Property for an extended period of time;
 - (b) make sure You have at least 2GB of spare data capacity per month in Your data allowance; and
 - (c) make sure You have one available RJ45 (standard) connection point on Your Router for Us to connect into.
- 10.2 You agree that We will have no liability to You for any costs You incur under Your arrangement with the Internet Connection provider.

PART C: ADDITIONAL TERMS

11. DAMAGE TO SOLAR EQUIPMENT

- 11.1 You must let Us know immediately if the Solar Equipment is damaged or removed from the Property other than by Us.
- 11.2 In the event of damage to the Solar Equipment, We will only be liable for the cost of repair or replacement of the Solar Equipment, if it is damaged by Us.

12. INSURANCE

- 12.1 It is Your responsibility to discuss with Your insurance company whether their consent is required to the installation of the Solar Equipment at the Property. Not doing this may invalidate any insurance cover that You have for the Property.

13. LIABILITY

- 13.1 This clause 13 does not affect or limit any rights You may have under the Consumer Guarantees Act 1993 and/or the Fair Trading Act 1986.
- 13.2 In respect of any warranty or guarantee in relation to the Solar Equipment, Our total liability to You will be limited to the amount needed to repair or replace (at Our option) the Solar Equipment.

- 13.3 In respect of the installation of the Solar Equipment, Our total liability to You will be limited to the resupply of the services or (at Our option) payment of the cost of having the services performed again (by a third party approved by Us).
- 13.4 As long as We arrange for an accredited electrician to provide You with an electrical certificate of compliance after the installation and set-up, then Our total liability to You under or in relation to this contract, whether in contract, tort (including negligence) or otherwise for any other costs, losses, liabilities, damages and/or expenses however arising whether direct or indirect will not be more than \$20,000.
- 13.5 Despite any other clause in this contract, We will not be liable to You under or in relation to this contract, for any loss of profit, loss of revenue, loss of business or anticipated savings, loss of data or contracts (whether direct or indirect), and/or any indirect or consequential losses.
- 13.6 Neither You nor We will be liable to the other for any failure to perform obligations set out under this contract because of an event beyond the reasonable control of Us or You or Our contractors (such as an act of God, war, natural disaster, sabotage, or act of terrorism).
- 13.7 We will not be liable to You for not installing the Solar Equipment due to bad weather conditions or access to the Property being restricted.
- 13.8 You agree to reimburse and make good all losses, claims and expenses that We or the Vector Group may incur in connection with, or arising out of, any breach of this contract by You. This is called "indemnifying" Us.
- 13.9 You agree that (other than as expressly set out in this contract) all those representations and warranties (statutory, express or implied) that may lawfully be excluded, are expressly excluded from this contract.

14. GATHERING INFORMATION

- 14.1 You have the right to access personal information that We hold about You. You may also request that the personal information be corrected if it is wrong.
- 14.2 You agree that We can take photos of the Property (where the photos will show the Solar Equipment at the Property) for quality assurance, internal training purposes and marketing materials. We will try to make sure that the Property is not identifiable and that no person (other than Our employees or contractors) can be identified.
- 14.3 You agree that any information We collect about You, or have already collected about You as part of the Competition, may be accessed or collected for the use of any member of the Vector Group in the course of its business. Without limiting Our other rights expressly set out in this contract, as long as We have made sure that You are not reasonably able to be identified, You agree that We can provide the information to third parties.
- 14.4 You agree that We own any information We collect from the Solar Equipment including information relating to the performance of the Solar Equipment, generation, battery information, home consumption information and electrical characteristics ("**technical information**"). You acknowledge and consent to Our use of the technical information for diagnostic, monitoring, performance management and data analysis purposes. The technical information may be stored locally on the Solar Equipment and/or exported to Us using Your Internet Connection. You agree that We can use the technical information for Our own business purposes and for the technical information to be shared with the manufacturers of the Solar Equipment, from time to time. For the avoidance of doubt, We will not monitor any individual "real time" usage of the Solar Equipment.

15. SELLING THE PROPERTY

- 15.1 If You intend to Sell the Property to somebody else during the term of this contract, You must give Us at least four weeks' notice in writing. In that notice, You must tell Us:
- the date of the proposed sale; and
 - if You intend to re-locate the Solar Equipment to Your new property (in which case clause 15.2 shall apply); or
 - if You do not intend to re-locate the Solar Equipment to Your new property (in which case clause 15.3 or 15.4 (as applicable) shall apply).
- 15.2 If You have told Us, in accordance with clause 15.1(b), that You intend to re-locate the Solar Equipment to Your new property:
- You may only do so with Our prior written consent and if the property would have been an eligible property for the purposes of the Competition; and
 - such relocation will be at Your sole cost and expense.
- If the property is not eligible, then You cannot re-locate the Solar Equipment to the new property, and either of clause 15.3 or 15.4 will apply.
- 15.3 If You have told Us, in accordance with clause 15.1(c), that You do not intend to re-locate the Solar Equipment to Your new property, You may transfer the ongoing use of the Solar Equipment to the owner, or new owner, of the Property, subject to:
- Us giving Our prior written consent to such transfer; and
 - You and the proposed transferee signing and returning to Us the assignment/novation documentation (to be prepared by Us on Our standard terms).

15.4 If You have told Us, in accordance with clause 15.1(c), that You do not intend to re-locate the Solar Equipment to Your new property, and the owner, or new owner, of the Property does not wish to continue to use the Solar Equipment, does not agree to the terms of this contract, or We do not give Our written consent to the transfer under clause 15.3(a), then We will remove the Solar Equipment from the Property, and can, in addition to Our other rights, end this contract immediately on notice to You and clause 16 will apply.

15.5 You agree not to Sell the Property until:

- (a) You have provided Us with the notice required by clause 15.1; and (if applicable)
- (b) You have provided Us with the assignment/novation documents signed by You and the proposed transferee on Our standard form under clause 15.3.

16. ENDING THIS CONTRACT

16.1 This contract will end on the End Date, unless it ends earlier.

16.2 If, before We install the Solar Equipment, We are unable to perform any or all of Our obligations under this contract due to an event beyond Our reasonable control (and We have tried to perform Our obligations under this contract) for more than 20 consecutive days, then either You or We may terminate this contract.

16.3 We may end this contract (in addition to any other termination rights We have under this contract):

- (a) immediately on notice to You if You fail to meet any of Your responsibilities under this contract, and have not remedied the failure(s) within 14 days of receipt of an earlier notice from Us explaining what was wrong and what You needed to do;
- (b) immediately on notice to You if You cannot remedy any failure to meet any of Your responsibilities under this contract;
- (c) immediately on notice to You if at any time We discover that You do not meet any of the eligibility criteria set out in the terms and conditions of the Competition; or
- (d) under clause 9.5 or 15.4.

16.4 You may end this contract immediately on notice to Us if We cannot remedy any failure to meet any of Our responsibilities under this contract or if We can remedy the failure but We do not do so within a reasonable period following notice from You.

16.5 If this contract ends before the End Date:

- (a) We will try to agree a suitable time with You for Us to access the Property to disconnect and remove the Solar Equipment. If We are unable to agree a suitable time with You within five Working Days, We may access the Property during business hours on a Working Day to disconnect and remove the Solar Equipment;
- (b) We will remove the Solar Equipment, make safe any electrical wiring that remains after the removal of the Solar Equipment, and make good any damage to the Property that We cause during the removal of the Solar Equipment. However, We will not:
 - (i) remove any electrical conduits that may have been installed during the installation of the Solar Equipment;
 - (ii) perform any switchboard work to reconfigure circuits;
 - (iii) be liable for any damage to the Property caused by or contributed to or otherwise due to any existing condition of the Property or as set out in the Further Terms; or
 - (iv) be required to undertake any remedial work on Your roof, other than to patch any holes in Your roof that were created during the removal of the solar panels;
- (c) We may claim from You any costs and expenses incurred by Us in carrying out Our obligations under clause 16.5(b) unless the contract has been terminated by You under clauses 16.2 or 16.4.

16.6 The end of this contract:

- (a) does not affect any rights or obligations accrued up to and including the end of this contract; and
- (b) will not affect any of the terms of this contract that are intended to continue beyond the end of this contract including Our right to enter the Property to disconnect and remove the Solar Equipment.

17. DISPUTES

17.1 If for any reason You are not happy with any aspect of the Solar Equipment You should get in contact with Us as soon as possible so that We can try to put things right. Please see Our website (www.vector.co.nz/solar) for details on how to get in contact with Us about Your complaint.

17.2 Once You have told Us about Your complaint, We will investigate it and discuss a resolution with You. If We cannot resolve it straight away, or if the issue is of a complex nature, We will give You an idea of how long it will take Us to investigate the issue. We will also let You know who will be managing it for You. Our aim is to get Your issue fully resolved within 20 Working Days.

17.3 If You have raised a complaint with Us and We have been unable to come to an agreement on how to resolve Your complaint, or it has taken longer than 40 Working Days to resolve, You have the right to have Your complaint considered by Our Independent Dispute Resolution Scheme. Further details of Our Independent Dispute Resolution Scheme can be found on Our website (www.vector.co.nz/solar) or in the Disclosure Statement under the heading "Dispute resolution".

17.4 This clause 17 does not prevent either party from taking immediate steps to seek urgent interlocutory relief before an appropriate court or other forum in New Zealand.

18. APPLICATION OF THIS CONTRACT

18.1 You agree that We are entitled to assign, transfer and/or subcontract Our obligations under this contract without Your consent, and that You can only assign, transfer and/or subcontract Your rights under this contract with Our prior written consent.

18.2 Any timeframe for delivery or installation of the Solar Equipment is, unless otherwise agreed in writing, an estimate only and is not of the essence to this contract.

18.3 Any notice required to be given under this contract must be in writing and is deemed to be properly given if left at, sent by prepaid letter or emailed to the last known address of the recipient.

18.4 We may change any of the terms of this contract, remove existing terms, or add new terms into this contract, at Our discretion. We can do this without obtaining Your consent. We will try to notify You of any change at least 10 Working Days' before the change takes effect and, in any event, within five Working Days of the day on which the change takes effect. In exercising Our rights under this clause, We will not try to make any changes to this contract that would breach any consumer protection legislation in New Zealand, including the Consumer Guarantees Act 1993 and/or the Fair Trading Act 1986.

18.5 Where any term of this contract is expressed to be for the benefit of the Vector Group, that term is intended to confer a benefit on the relevant member, enforceable under the Contracts (Privity) Act 1982.

18.6 If any term or provision of this contract is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such invalidity, illegality or unenforceability will not affect the other terms or provisions of this contract, or the whole of this contract, and such term or provision will be deemed modified to the extent necessary in the court's opinion to make such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the maximum permissible extent the intent and agreements of the parties set out in this contract.

18.7 This contract and the terms and conditions of the Competition represent the entire agreement between You and Us, in respect of the matters covered by it. It overrides all previous agreements in respect of those matters.

18.8 No waiver of any breach of this contract will be deemed to be a waiver of any other or any later breach. The failure of either party to enforce any term of this contract at any time will not be interpreted as a waiver of that term or any other terms.

18.9 This contract may be signed electronically and may be signed in a number of different copies/counterparts all of which constitute one and the same instrument.

18.10 You consent to Us sending You other notices and communications in relation to this contract, in electronic form and by electronic communication (if applicable).

18.11 Some compulsory laws apply to this contract, including some which restrict how We can exercise Our rights under this contract. We must comply with those laws. They prevail over the terms of this contract.

18.12 This contract is governed by New Zealand law.

19. INDEPENDENT TRUSTEE

19.1 If any person enters into this contract as a trustee of a trust, then:

(a) that person warrants that:

- (i) that person has the power to enter into this contract under the terms of the trust;
- (ii) that person has properly signed this contract under the terms of the trust;
- (iii) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any act or omission of that person, including the entry into this contract; and
- (iv) all of the persons who are trustees of the trust have approved entry into this contract; and

(b) if that person has no right or interest in any assets of the trust except in that person's capacity as trustee of the trust, that person's liability under this contract will be limited to the actual amount recoverable from the assets of the trust, from time to time.

20. DEFINITIONS AND INTERPRETATION

20.1 Definitions:

In this contract:

Attached Terms means the terms made up of the General Terms and the Further Terms;

Competition means the Vector and AECT Future of Energy Competition, governed by a separate set of terms and conditions;

End Date means 120 months from the Start Date;

Further Terms means the terms and conditions set out in Schedule 1;

General Terms means these general terms and conditions (including Part A, Part B and Part C);

Independent Dispute Resolution Scheme is the dispute resolution service, operated by Financial Services Complaints Limited. The aim of the scheme is to provide You with access to an independent body to assist in deciding any dispute that might arise between You and Us;

Internet Connection means an active broadband internet connection to the Property of at least 1Mbps;

Network means any electricity distribution network(s) employed in the conveyance of electricity and owned or operated by the Vector Group from time to time;

Network Benefit means the use or management by Us of Our Solar Equipment in a manner which provides for the flow of electricity between Our Solar Equipment and the Network in order to:

- (a) reduce peak demand across the Network;
- (b) manage voltage levels across the Network;
- (c) manage electricity frequency across the Network;
- (d) reduce load across the Network during an outage and to minimise the impact of such outage on Our customers; and/or
- (e) facilitate management of the Network or such Network benefits as We may consider appropriate (in Our sole discretion);

PPSA means the Personal Property Securities Act 1999;

Property means the land and buildings at the address set out in the Specific Terms, owned by You;

Residual Current Device means a residual current device (also known as an RCD or ground fault circuit interrupter). This is an electrical wiring device that disconnects a circuit whenever it detects that the electric current is not balanced between the energised conductor and the return neutral conductor;

Retailer means an entity who buys wholesale electricity to sell to end users (sometimes referred to as a power company);

Router means the modem or other similar internet connection box that allows You to transmit data over telephone or fibre optic lines;

Sell (in relation to the Property) means the sale, transfer, assignment or other disposition of or dealing with Your interest in the Property (excluding any mortgage or lease of the Property);

Solar Equipment means the solar equipment described in "The Solar Equipment" section of the Specific Terms;

Solar Programme means the supply of Solar Equipment and associated services by Us to Our customers;

Specific Terms means the specific terms provided with these Attached Terms;

Start Date means the day that the Solar Equipment is switched on and connected to the electricity distribution grid. This may not be the same date that Your Retailer connects Your meter;

Tax Invoice means an invoice that complies with the Goods and Services Tax Act 1985;

Tesla Battery has the meaning as set out in the "Solar Equipment" section of the Specific Terms;

Vector Group means Vector Limited and its related companies (as defined in the Companies Act 1993);

Working Day means a day of the week other than a Saturday, Sunday or any other day which is a public holiday in Auckland, New Zealand.

20.2 In this contract:

- (a) headings do not affect the meaning of any clause;
- (b) the singular includes the plural, and the plural includes the singular;
- (c) the words "including" and "include" or "such as" are not words of limitation;
- (d) reference to any "party" means a party to this contract and includes the successors, executors, administrators and permitted assignees (as the case may be);
- (e) a reference to a "part" or "clause" is to a part or clause of this contract, unless the context implies otherwise;
- (f) a reference to any legislation includes reference to that legislation as amended, re-enacted or substituted and any regulations under that legislation; and
- (g) reference to "written" or "in writing" includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

SCHEDULE 1 - FURTHER TERMS

The following terms only apply if the "Further Terms" section of the Specific Terms states they form part of this contract.

CONCRETE OR CLAY ROOF TILES

Concrete or clay Roof Tiles: During the site visit carried out at the Property, We noticed that the Property has a concrete or clay tile roof, which can create risks during the installation process for the Solar Equipment. While We will do Our best to make sure that the installation of the Solar Equipment will not damage Your roof or the roof tiles, You acknowledge that due to the age and condition of the roofing material at the Property, some tiles will likely be broken or damaged during the installation process. You also acknowledge that:

- during the installation of the Solar Equipment, You will have spare roof tiles available so that any roof tiles damaged during the installation process can be replaced on the day of the installation;
- while We will exercise due care and skill during the installation process, We will have no responsibility for any roof tiles that are broken or damaged during the installation of the Solar Equipment, or for the replacement of any roof tiles, other than as a result of Our (or Our contractor's) negligence;
- if You do not have enough spare roof tiles available so that any damaged roof tiles can be replaced on the day of installation, You will be responsible for any consequences that occur as a result, including for any leaks or water ingress that may occur at the Property; and
- You have decided to proceed with installing the Solar Equipment, at Your own discretion, with full knowledge of the risks described in this section.